



County of Los Angeles **CHIEF EXECUTIVE OFFICE**

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

October 30, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE A RESOLUTION OF INTENTION AND APPROVE THE
INTRODUCTION OF AN ORDINANCE TO GRANT A PUBLIC UTILITY
WATER PIPELINE FRANCHISE TO CALIFORNIA WATER SERVICE COMPANY
(FIRST, SECOND, FOURTH AND FIFTH DISTRICTS)
(3 VOTES)**

SUBJECT

Approval of these recommendations will grant a public utility water pipeline franchise to California Water Service Company to renew its existing franchise rights in the unincorporated areas of East Los Angeles, East Compton, West Carson, Westfield/Rolling Hills Estates, Leona Valley, Lake Hughes, and Lancaster.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve a Resolution of Intention to grant a public utility water pipeline franchise to California Water Service Company, a California corporation, to renew its existing franchise rights for water service areas located within the unincorporated areas of East Los Angeles, East Compton, West Carson, Westfield/Rolling Hills Estates, Leona Valley, Lake Hughes, and Lancaster.
2. Introduce, waive reading, and place on the Board of Supervisors agenda an ordinance to grant California Water Service Company a 15-year public utility water pipeline franchise, setting the matter for public hearing on November 27, 2012, and instructing the Executive Officer of the Board of Supervisors to publish a notice of the public hearing pursuant to Section 6232 of the California Public Utilities Code.

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

"To Enrich Lives Through Effective And Caring Service"

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Intra-County Correspondence Sent Electronically Only***

3. Find that this water pipeline franchise renewal project is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board of Supervisors on November 17, 1987, and Section 15301 of the State CEQA Guidelines (Exiting Facilities).

AFTER THE PUBLIC HEARING, IT IS RECOMMENDED THAT THE BOARD:

Adopt an ordinance to grant California Water Service Company a 15-year public utility water pipeline franchise becoming operative on January 1, 2013, the day after the existing franchise expires.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of these recommendations is for the Board to approve a Resolution of Intention, introduce an ordinance, schedule a public hearing, and publish a notice of the public hearing as needed to adopt an ordinance to renew the existing water pipeline franchise rights granted to California Water Service Company (Cal-Water).

Implementation of Strategic Plan Goals

The County Strategic Plan Goal of Operational Effectiveness (Goal 1) directs that we maximize and support timely delivery of efficient public services. The Board's adoption of an ordinance to renew the Cal-Water franchise is consistent with this goal.

FISCAL IMPACT/FINANCING

Cal-Water has paid the County a one-time fee of \$5,000 to process an ordinance to renew the franchise, and will continue to pay an annual franchise fee pursuant to Division 3, Chapter 2 of the California Public Utilities Code. Cal-Water is required to pay the County 2 percent of the gross annual receipts derived from the use, operation, or possession of the franchise, but not less than 1 percent of the gross annual receipts from the sale of water within the unincorporated areas of the County. Cal-Water paid the County a franchise fee of \$322,487 for the 2011 calendar year period.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 22, 1987, the Board adopted Ordinance No. 87-0187F, granting a 25-year water pipeline franchise to Cal-Water, which became operative on January 1, 1988, and will expire on December 31, 2012. Cal-Water is a regulated public utility water company and wholly owned subsidiary of California Water Service Group.

In May 2000, the California Public Utilities Commission (CPUC) approved Cal-Water's acquisition of Dominguez Services Corporation (Dominguez), the parent company of Antelope Valley Water Company (Antelope Valley). As a result of the merger, Antelope Valley and all the operations of Dominguez became new districts and water service areas within Cal-Water.

In June 2003, the Board adopted Ordinance No. 2003-0036F to approve the merger with Dominguez and transfer to Cal-Water the franchise rights the Board granted to Antelope Valley by Ordinance No. 82-0227F, and adopted Ordinance No. 2003-0037F to repeal the Antelope Valley franchise that was no longer needed.

During the 2011 calendar year, Cal-Water delivered over 3.610 billion cubic feet of water serving a total population of 458,961 in southern California, through 110,279 active water connections (commercial, residential, and public) in five Water Districts.

The customers Cal-Water serves in the unincorporated areas of the County include East Los Angeles (15,447), East Compton (287), West Carson (5,097), Westfield/Rolling Hills Estates (966), Leona Valley (437), Lake Hughes (227), and Lancaster (none), for a total of 22,461 customers served in the unincorporated areas.

The Lancaster franchise area is a CPUC commissioned water service area in which there are currently no customers being served. Additionally, Cal-Water has provided documentation showing proof of prior rights in a majority of the East Compton and West Carson unincorporated areas, which relieves Cal-Water from the costs to relocate its facilities and the payment of annual franchise fees from water sales in these areas.

The Department of Public Works has reviewed this recommendation and has no objection to the renewal of the Cal-Water pipeline franchise. County Counsel has reviewed the Resolution of Intention and Ordinance to renew the Cal-Water pipeline franchise and approved them as to form.

ENVIRONMENTAL DOCUMENTATION

This pipeline franchise renewal project is categorically exempt from CEQA pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines (Exiting Facilities).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This renewal of the Cal-Water water pipeline franchise will not negatively impact any current services or future projects.

CONCLUSION

Instruct the Executive Officer of the Board of Supervisors to forward conformed copies of this adopted Board recommendation and the adopted ordinance to Ms. Lynne McGhee, Associate Corporate Counsel, California Water Service Company, 1720 N. First Street, San Jose, California 95112, and the offices of County Counsel, Department of Public Works, and the Chief Executive Office, Real Estate Division.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RLR
CMM:RB:ls

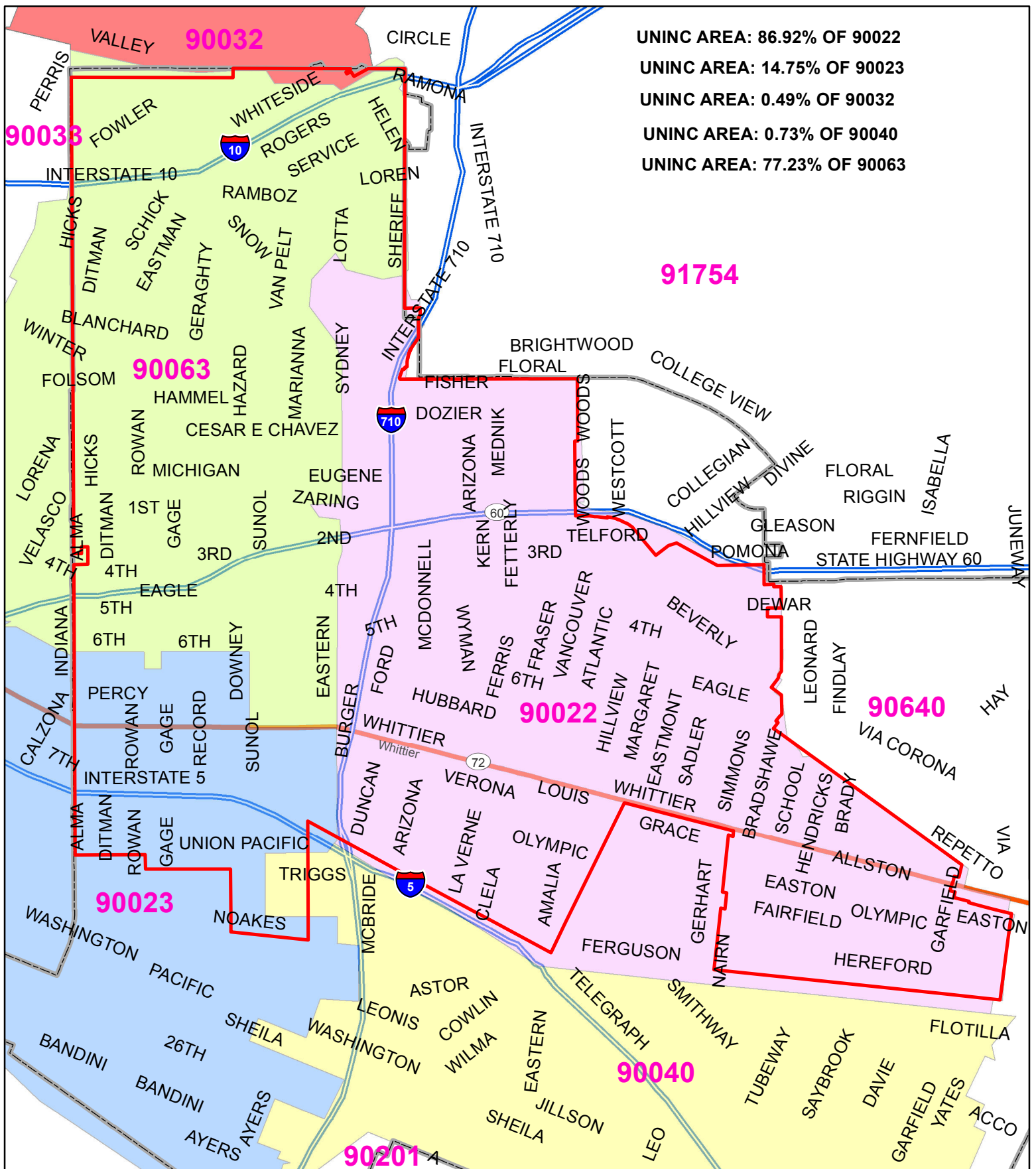
Attachments

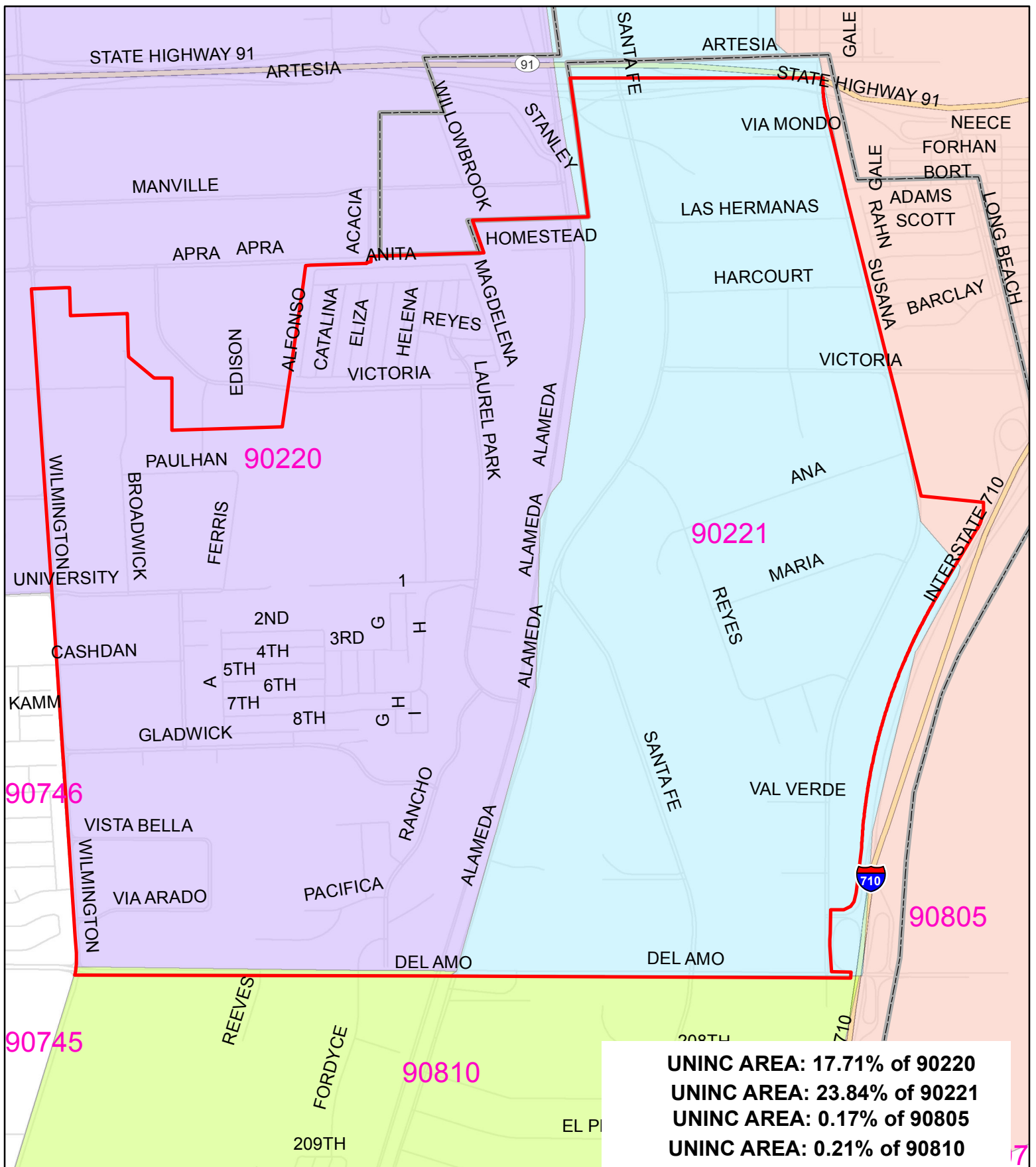
c: Executive Office, Board of Supervisors
County Counsel
Public Works

FRANCHISE AREA MAPS

California Water Service Company

These maps illustrate the unincorporated areas affected by the franchise and are provided for the convenience of the reader.





Legend

- UNINC_AREA
- DOM-SERVICE AREA
- STREET
- HWYS

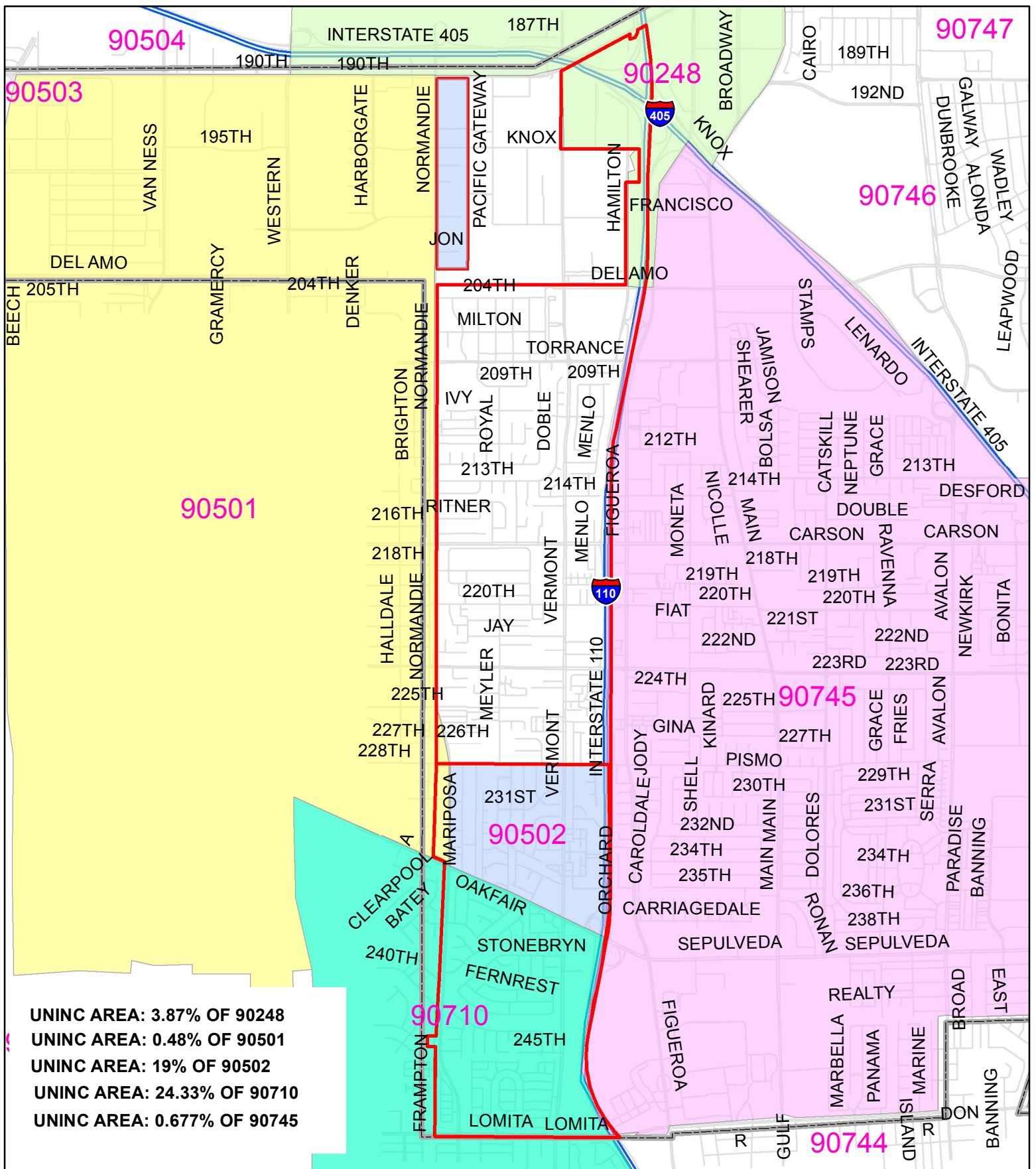
ZIP_CODE

- 90220
- 90221
- 90805
- 90810

California Water Service Company Public Utility Water Pipeline Franchise EAST COMPTON- UnIncorporated Area



1 inch = 1,400 feet
Date: APRIL 2012



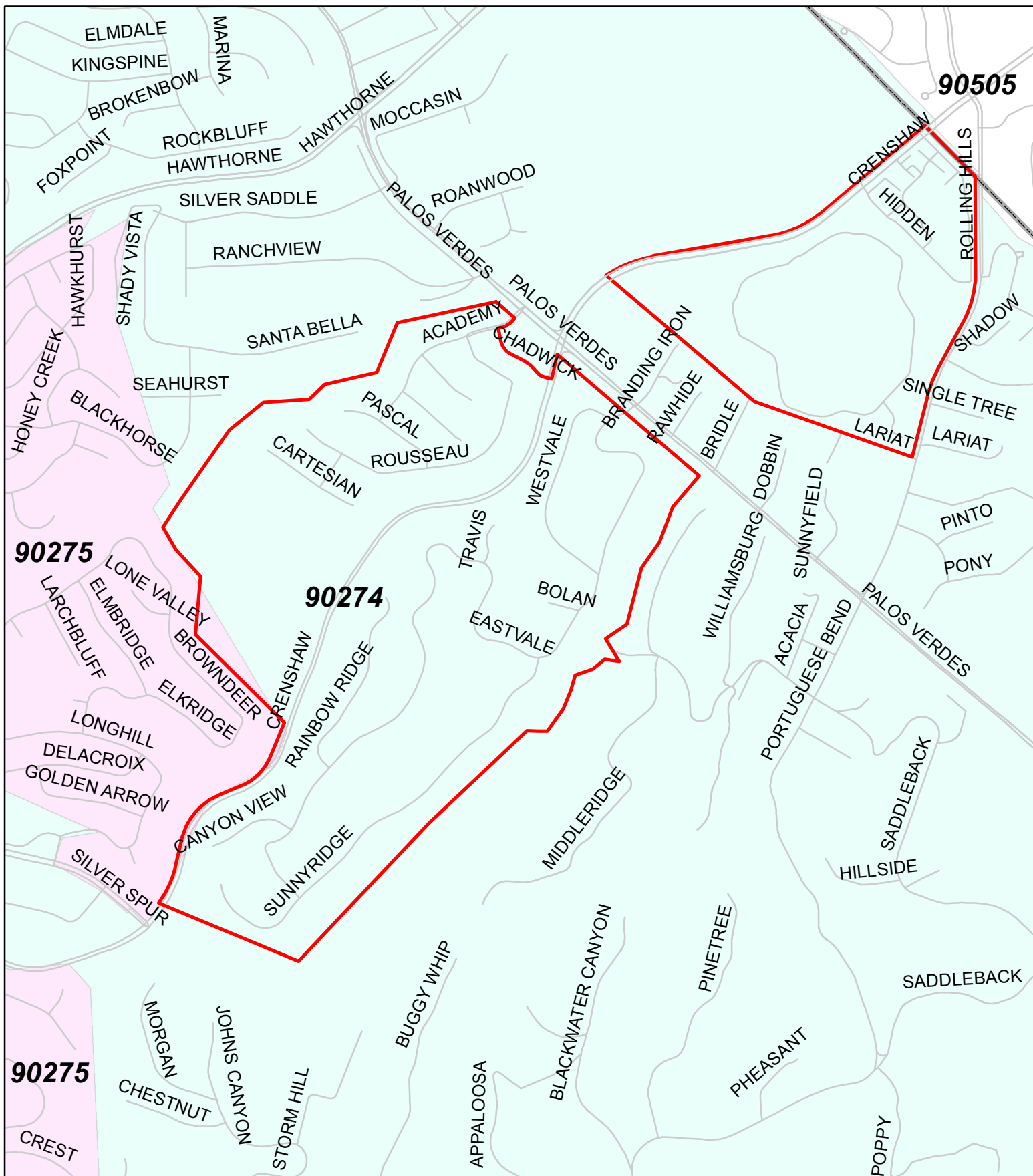
Legend		ZIP_CODE
	UNINC_AREA	90502
	DOM-SERVICE AREA	90248
	STREET	90501
	HWYS	90710
		90745

California Water Service Company

Public Utility Water Pipeline Franchise

WEST CARSON- UnIncorporated Area

1 inch = 2,650 feet
 Date: APRIL 2012

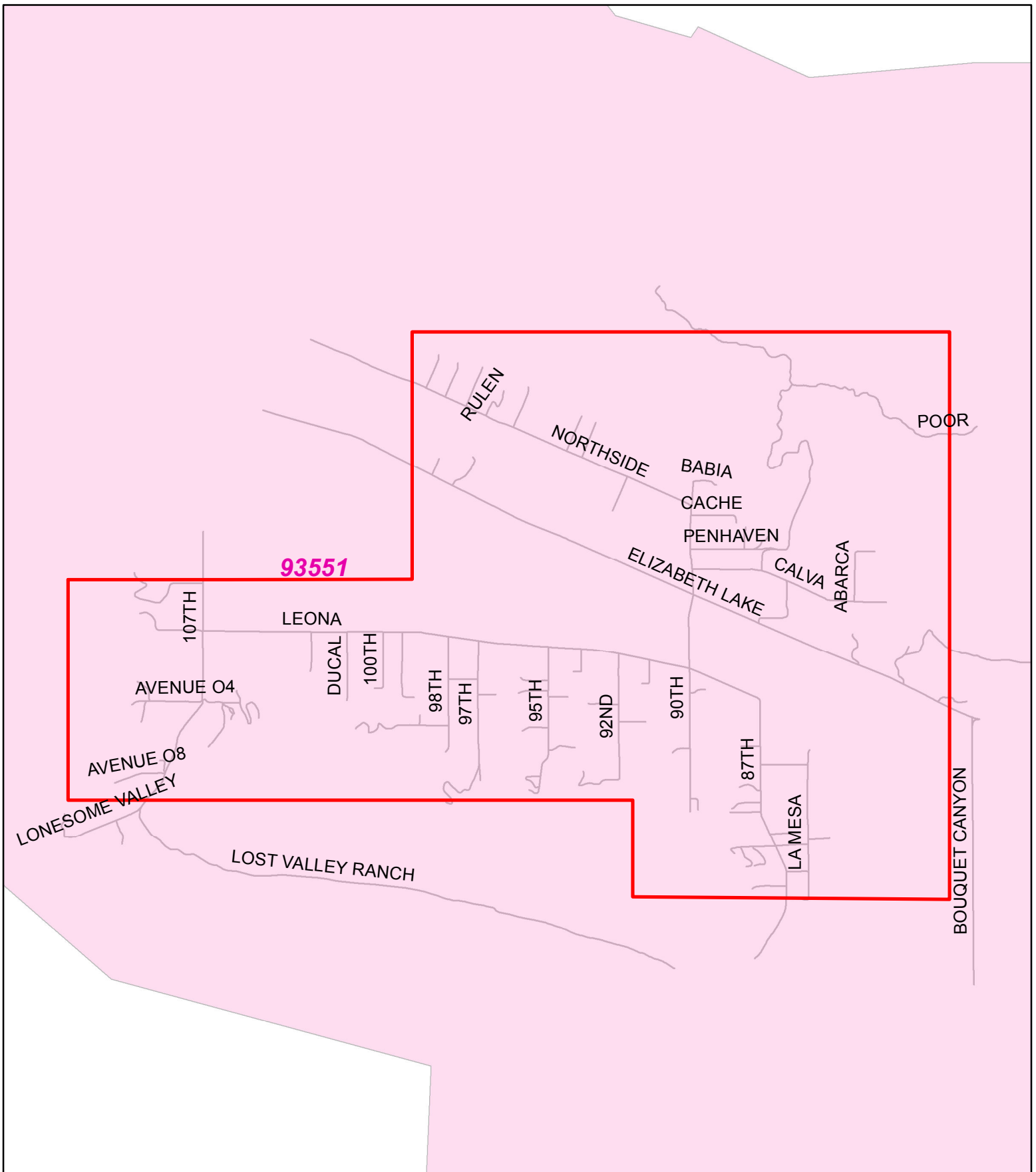


Legend		ZIP_CODE	
	UNINC_AREA		90274
	PV-SERVICE AREA		90275
	STREET		
(NO FACILITIES IN 90275 AREA)			
UNINC AREA: 5.71% of 90274			




**California Water Service Company
Public Utility Water Pipeline Franchise
Palos Verdes District - Westfield /
Rolling Hills Estates Area**



1 inch = 1,100 feet
Date: APRIL 2012



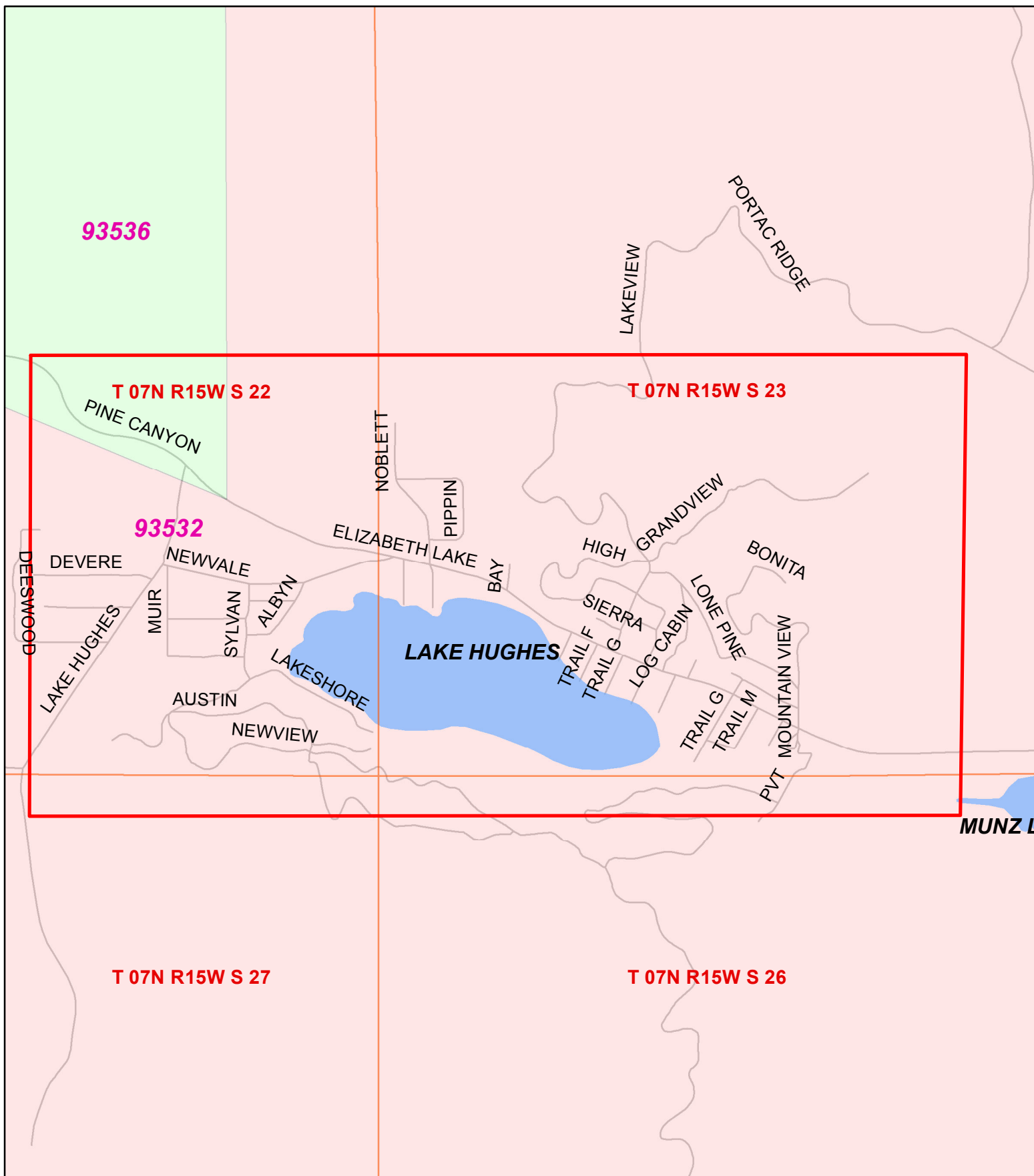
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-  AV-SERVICE AREA & UNINC AREA
-  ZIP_CODE 93551
-  STREET

California Water Service Company
Public Utility Water Pipeline Franchise
Leona Valley - UnIncorporated Area



1 inch = 2,400 feet
Date: APRIL 2012



Legend

 UNINC_AREA

STREET

 SECTION

ZIP_CODE

93532

93536

California Water Service Company

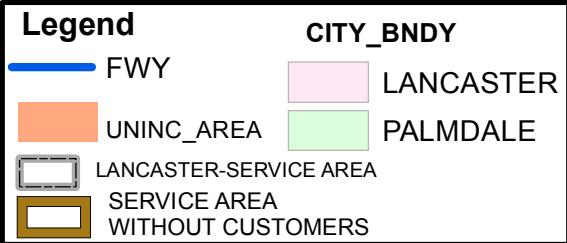
Lake Hughes - SERVICE AREA LOCATED

ENTIRELY WITHIN ANGELES NATIONAL FOREST

PROPERTY



1 inch = 800 feet
Date: APRIL 2012



RESOLUTION OF INTENTION

To Grant a

Public Utility Water Pipeline Franchise

To

California Water Service Company

**RESOLUTION OF INTENTION TO GRANT A 15-YEAR PUBLIC UTILITY WATER
PIPELINE FRANCHISE TO CALIFORNIA WATER SERVICE COMPANY**

BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles, State of California:

A. California Water Service Company, a California corporation ("Franchisee") has applied to the Board of Supervisors of the County of Los Angeles, State of California, for a water pipeline franchise for a period of fifteen (15) years, beginning on January 1, 2013, the operative date of the franchise, to lay, construct, reconstruct, maintain, operate, renew, repair, change the size of, and remove or abandon in place, pipes and pipelines for the transportation and distribution of water, waste water, mud, and other liquid substances, including those substances that are generally accepted as appropriate for the treatment of water, excluding any hazardous substances or hazardous waste within the meaning of the "Comprehensive Environmental Response Compensation and Liability Act of 1980," 42 U.S.C. § 9601 et seq., and amendments thereto (provided, however, that this exclusion shall not apply to substances in such amounts as are generally accepted as appropriate for the treatment of water), together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, adjunct communications lines, including poles, conduits, wire, cables, and other appurtenances and equipment for telegraph or telephone lines, or both, necessary or appropriate solely for the Franchisee's operations in, under, along, or across any and all highways as defined in Section 16.36.080 of the Los Angeles County Code, now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles, State of California, for Franchisee's water service area(s) located within the unincorporated area(s) of East Los Angeles, East Compton, West Carson, Westfield / Rolling Hills Estates, Leona Valley, Lake Hughes, and Lancaster, depicted on the exhibit map(s) attached to the proposed Ordinance to grant the franchise, and any additional unincorporated territory of the County that may be added to the Franchisee's water service area(s) during the term of the franchise.

B. It is the intention of the Board of Supervisors of the County of Los Angeles, State of California, to grant the franchise applied for upon the terms and conditions herein mentioned. The Franchisee, and its successors and assigns will, during the life of the franchise, pay annually to the County of Los Angeles, State of California, the amount specified in the proposed Ordinance to grant the franchise, from the date of the granting of the franchise, and in the event such payment is not made, the franchise will be forfeited.

C. The franchise is described in the Ordinance attached hereto as Exhibit "A" and is a franchise for water transportation and distribution purposes.

D. That on the ____ day of _____, 2012, at the hour of 9:30 a.m. of said day, a day not less than twenty (20) nor more than sixty (60) days after the date of the passage of this Resolution of Intention, in the hearing room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street (corner of Temple Street and Grand Avenue), Los Angeles, CA 90012, all persons having any objection to the granting of the franchise hereinabove described may appear before the Board of Supervisors and be heard thereon.

E. The Executive Officer, Board of Supervisors, shall cause notice of said hearing to be published at least once within fifteen (15) days after adoption of this Resolution of Intention in a newspaper of general circulation published in the County of Los Angeles, State of California.

The foregoing resolution was on the ____ day of _____, 2012, adopted by the Board of Supervisors of the County of Los Angeles, State of California, and ex-officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

SACHI A. HAMAI
Executive Officer-Clerk of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM BY:

JOHN F. KRATTLI
County Counsel

By

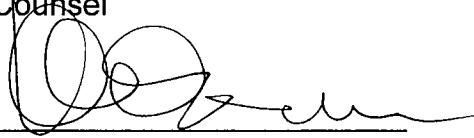

Kathleen Bramwell
Principal Deputy County Counsel

EXHIBIT A

Proposed Franchise Ordinance

To Grant a

Public Utility Water Pipeline Franchise

To

California Water Service Company

ANALYSIS


This ordinance grants a public utility water pipeline franchise to California Water Service Company, a California Corporation ("Franchisee"), to transport and distribute water for a period of fifteen (15) years in the unincorporated areas of East Los Angeles, East Compton, West Carson, Westfield/Rolling Hills Estates, Leona Valley, Lake Hughes, and Lancaster.

The annual franchise fee payable to the County by Franchisee will be determined according to a formula contained in Section 2 of this franchise ordinance. Franchisee has paid a one-time granting fee of five thousand dollars (\$5,000).

Very truly yours,

JOHN F. KRATTLI
County Counsel

By


KATHY BRAMWELL
Principal Deputy County Counsel
Contracts Division

KB:gjh

Requested: 9/20/12
Revised: 10/02/12

ORDINANCE NO. _____

An ordinance granting a public utility water pipeline franchise to California Water Service Company, a California Corporation, for the transportation and distribution of water for a period of fifteen (15) years.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Franchise Term, Grant.

The right, privilege, and franchise is granted to California Water Service Company, a California Corporation ("Franchisee"), and its successors and assigns, for a period of fifteen (15) years, beginning on January 1, 2013, the operative date of this franchise, to lay, construct, reconstruct, maintain, operate, renew, repair, change the size of, remove, or abandon in place, pipes and pipelines for the transportation and distribution of water, waste water, mud, and other liquid substances, including those substances that are generally accepted as appropriate for the treatment of water, excluding any hazardous substances or hazardous waste within the meaning of the "Comprehensive Environmental Response Compensation and Liability Act of 1980," 42 U.S.C. section 9601 et seq., and amendments thereto (provided, however, that this exclusion shall not apply to substances in such amounts that are generally accepted as appropriate for the treatment of water), together with all manholes, valves, cathodic protection systems, appurtenances, and service connections necessary or appropriate for the operation of said pipes or pipelines, adjunct communication lines, including poles, conduits, wires, cables, or other appurtenances and equipment for telegraph or telephone lines, or both, necessary or appropriate solely for the Franchisee's operations,

in, under, along, or across any and all highways as defined in Section 16.36.080 of the Los Angeles County Code, now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles ("County"), State of California, for Franchisee's water service area(s) located within the following described franchise area within the unincorporated area(s) of East Los Angeles, East Compton, West Carson, Westfield/Rolling Hills Estates, Leona Valley, Lake Hughes, and Lancaster depicted on the exhibit map(s) attached hereto, and any additional unincorporated territory of the County that may be added to the Franchisee's water service area(s) during the term of the franchise.

SECTION 2. Consideration; Payment of Fees.

A. As consideration for the franchise granted herein, the Franchisee shall pay the County through the County's Chief Executive Office ("CEO") a one-time granting fee of five thousand dollars (\$5,000) within thirty (30) days after the adoption of this ordinance.

B. As additional consideration for the franchise granted, the Franchisee shall pay annually in arrears to the County, on or before April 15 following the end of each calendar year, for each year during the life of the franchise ("fee payment date"), in lawful money of the United States, a franchise fee computed annually ("annual franchise fee") as provided herein as follows:

Two percent (2%) of the gross annual receipts of the Franchisee arising from the use, operation, or possession of the franchise; provided, however, that such payment shall in no event be less than one percent (1%) of the gross annual receipts of

the Franchisee derived from the sale within the franchise area of the commodity or service for which the franchise is awarded. Such percentage shall be paid annually during the life of the franchise, including the year of granting of the franchise. In the event this amount is increased by federal or state law or the County is empowered to increase the rate, the County reserves the right to increase the rate to the maximum amount permitted by federal, state, or local law.

C. In addition to the foregoing annual franchise fee in Section 2.B, above, the Franchisee shall also pay:

1. The County Department of Public Works, Land Development Division, Permit Section, within sixty (60) days after the end of each calendar year, for each year of the life of the franchise, an initial construction charge calculated at a rate of one hundred dollars (\$100) per mile, or fraction thereof, for all new main lines laid during that preceding calendar year; and

2. The County Auditor-Controller, within sixty (60) days after the end of each calendar year, for each year during the life of the franchise, an annual fee of twenty-five dollars (\$25) per pole-mile, or portion thereof, for aerial or above-ground lines, and twenty-five dollars (\$25) per mile, or portion thereof, for underground conduit for wire, cable, telephone, or telegraph lines maintained under the franchise during that preceding calendar year.

D. The County reserves the right to change its method of calculating fees and the amount thereof, not more frequently than once every five (5) years from the operative date of this franchise, if the Board of Supervisors ("Board") determines after a public

hearing that good cause exists for such change, and such change is not in conflict with the laws of the State of California.

E. The Franchisee shall also pay any application fees, administrative fees, processing fees, late charges, accrued interest, and penalties required in connection with this franchise. These fees may be charged at the then-current applicable rates.

SECTION 3. Reports.

The Franchisee shall during the life of the franchise:

A. File with the County Auditor-Controller and the CEO, Director of Real Estate, on or before each fee payment date, with one (1) copy to each, a report, verified under oath by a duly authorized representative of the Franchisee, showing as of December 31 of the immediately preceding calendar year ("franchise report period"), the total gross receipts of the Franchisee for the immediately preceding franchise report period, received or accrued in connection with the furnishing of the commodity or service arising from the use or operation of the franchise, together with such additional data as is necessary in the opinion of the County Auditor-Controller and/or the CEO, Director of Real Estate, to calculate or verify the calculation of the annual franchise fee as required by Section 2, above.

B. In the report prepared pursuant to subsection 3.A, above, Franchisee shall also show: any change in franchise footage since the end of the most recent prior franchise report period, segregating such footage as to new main lines laid, old main lines removed, old main lines abandoned in place, including the internal diameter of such main lines laid, removed, and/or abandoned in place; the footage of new aerial or

above-ground lines or conduit laid for wires, cables, telegraph, or telephone lines, old aerial or above-ground lines or conduit removed, old aerial or above-ground lines or conduit abandoned in place; the diameter of such conduits laid, removed, and/or abandoned in place; and the footage and internal diameter of main lines in territory annexed or incorporated since the last day of the most recent prior franchise report period.

C. File with the Director of the County Department of Public Works and the CEO, Director of Real Estate, within sixty (60) days after the end of each franchise report period, one (1) copy to each, a report showing the permit number of each permit obtained for the installation of new main lines and conduits during the most recently completed franchise report period, together with the length and size of such main lines and conduits.

SECTION 4. Late Payments.

A. In the event Franchisee fails to make any of the payments provided for herein on or before the dates they are due, the Franchisee shall pay a late charge of ten percent (10%) of the amount due, said ten percent (10%) being due on the sixty-first (61st) day after the due date. The ten percent (10%) has been set by both parties hereto in recognition of the difficulty in affixing actual damages from a breach of this time of performance requirement.

B. In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within ninety (90) days after the due date,

an assessment of interest shall accrue on the unpaid balance at one percent (1%) per month beginning on the ninety-first (91st) day after the due date.

SECTION 5. Indemnification, Insurance, and Bonding.

Franchisee shall meet the following indemnification, insurance, and bonding requirements:

A. Franchisee shall indemnify, defend, and hold harmless the County and its special districts, elected and appointed officers, employees, and agents ("County's agents") from and against any and all liability and expense, including claims and lawsuits for injuries or damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, including property of the Franchisee, and including pollution liability, defense costs, legal fees, and workers' compensation benefits, based upon, arising from, or relating to either: (1) Franchisee's operations or the services provided by Franchisee, its employees, agents, servants, receivers, contractors, subcontractors, successors, or assignees ("Franchisee's agents") in connection with this franchise; and/or (2) the acts or omissions of Franchisee, Franchisee's agents, or any person in connection with activities or work conducted or performed pursuant to this franchise and arising out of such activities or work. Franchisee shall also indemnify, defend, and hold harmless the County and the County's agents, from and against any and all pollution liability, contamination, or environmental degradation liability, including any and all expenses, claims, and lawsuits for injuries or damages of any nature whatsoever, defense costs, legal fees, and workers' compensation benefits, arising from or relating to any threatened, actual, or

alleged discharge, dispersal, release, or escape of any substance into or upon any person, thing, or place, including the land, soil, atmosphere, man-made structure, and/or any above- or below-ground watercourse or body of water, in connection with this franchise. The Franchisee shall not be obligated to indemnify the County and County's agents for liability and expense arising from the active negligence of the County or County's agents.

B. The County shall be immediately notified by Franchisee of all discharge, release, or escape of any water, waste water, mud, or other substances from Franchisee's pipelines and appurtenances within the franchise area. All actions to investigate, remove, or remediate any substance reasonably demonstrated to be discharged, dispersed, released, or escaped from Franchisee's pipelines, and to repair or restore Franchisee's pipelines and appurtenances, shall be the sole responsibility of Franchisee and shall be conducted by Franchisee or Franchisee's agents, in conformance with any and all laws, ordinances, rules, regulations, requirements, and orders whatsoever, present or future, of the federal, state, County, or other applicable local government at Franchisee's sole cost and expense, and shall be immediately undertaken. If Franchisee fails to take any action required pursuant to this Section 5, County may, but shall not be obligated to, take all actions it deems appropriate at Franchisee's expense. Upon written demand by County, Franchisee shall reimburse County for all County expenses reasonably incurred in connection with County's actions including, but not limited to, all direct and indirect costs relating to investigation, remediation, and removal.

C. Without limiting Franchisee's indemnification of County or County's agents, Franchisee shall provide and maintain at its own expense, during the term of this franchise, the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the County, and shall be primary to, and not contributing with, any other insurance or self-insurance programs maintained by the County:

1. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered on or before the effective date of this franchise, and on or before the expiration date of each term of insurance, to the Chief Executive Office, Real Estate Division, Attn: Property Management Section, 222 South Hill Street, 3rd Floor, Los Angeles, California 90012, or such other address(es) or other electronic delivery methods as Franchisee may be directed in writing by the CEO to use. Such certificates or other evidence shall:

- a. Specifically identify this franchise ordinance;
- b. Clearly evidence all insurance required in this franchise ordinance;
- c. Contain the express condition that the County is to be given written notice by registered mail at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of liability insurance, and at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of workers' compensation, or other insurance required by this Section 5;

d. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the County and County's agents as insureds for all activities arising from this franchise; and

e. Show the Franchisee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in subsection (d), above, stating "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insureds and the additional insureds' insurance and self-insurance programs are excess and non-contributing to Named Insured's insurance."

2. The County reserves the right to require copies of Franchisee's insurance policies at County's request;

3. Insurance is to be provided by an insurance company with an A. M. best rating of not less than A:VII, unless otherwise approved by the County;

4. The Franchisee agrees to release the County and County's agents and waive its rights of recovery against them under the insurance policies specified in this franchise ordinance; and

5. Liability: Such insurance shall be endorsed naming the County of Los Angeles and the County's agents as additional insureds, and shall include, but not be limited to:

a. Commercial General Liability insurance written on a commercial general liability form (ISO policy form CG 00 01, or its equivalent, unless otherwise approved by the County), with limits of not less than five million dollars (\$5,000,000) per occurrence, fifteen million dollars (\$15,000,000) policy aggregate, and fifteen million dollars (\$15,000,000) products/completed operations aggregate. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this franchise; and

b. Comprehensive Auto Liability insurance (written on ISO policy form CA 00 01, or its equivalent, unless otherwise approved by the County), endorsed for all owned, non-owned, and hired vehicles with a limit of not less than one million dollars (\$1,000,000) per occurrence.

6. Workers' Compensation: A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California. Such policy shall be endorsed to waive subrogation against the County for injury to the Franchisee's employees. If the Franchisee's employees will be engaged in maritime employment, the coverage shall provide the benefits required by the Federal U.S. Longshoreman and Harbor Worker Compensation Act, Jones Act, or any other federal law to which the Franchisee is subject. In all cases, the above insurance shall include Employers' Liability insurance with coverage of not less than:

- a. Each accident: one million dollars (\$1,000,000);
- b. Disease—policy limit: one million dollars (\$1,000,000); and

c. Disease—each employee: one million dollars (\$1,000,000).

D. Franchisee shall furnish the CEO, Real Estate Division, at the location specified in subsection 5.C.1, above, within thirty (30) days of the adoption of this ordinance, and within thirty (30) days of the expiration date of each term of insurance, either certified copies of the policies required by subsection 5.C, above, or a certificate of insurance for each of said policies executed by the Franchisee's insurance agent, or by the company issuing the policy, certifying that the policy is in force.

E. As an alternative to commercial insurance from Franchisee, the County may consider and approve, at the County's sole option, Franchisee's use of a program of self-insurance or self-insured retention, upon review and approval of the following:

1. An agreement to provide the County and the County's agents with indemnification in accordance with subsections 5.A and 5.B, above. The County shall be provided at least the same defense of suits and payments of claims as would be provided by the first dollar of commercial insurance;

2. A formal declaration by Franchisee to be self-insured for the type and amount of coverage indicated in this ordinance. This can be in the form of a corporate resolution or a certified statement from an authorized principal of the Franchisee. Franchisee must notify the CEO, Real Estate Division, at the location specified in subsection 5.C.1, above, immediately of discontinuation or substantial change in the self-insurance or self-insured retention program;

3. An agreement to notify the CEO immediately of any claim, judgment, settlement, award, verdict, or change in Franchisee's financial condition which

would have a significant negative effect on the protection that the self-insurance or self-insured retention program provides to the County;

4. The name, address, and telephone number of Franchisee's legal counsel and claim representative, respectively, for the self-insurance or self-insured retention program;

5. Upon request by CEO, an audited financial statement that gives evidence of Franchisee's capacity to respond to claims falling within the self-insurance or self-insured retention program. Resubmission of such a statement may be required annually for the duration of the franchise, or more frequently at the request of the CEO;

6. A Certificate of Consent to Self-Insure issued by the State of California, Department of Industrial Relations certifying Franchisee's compliance with the requirements of the Director of Industrial Relations ("Director") under the provisions of the Labor Code of the State of California (sections 3700 to 3705, inclusive) and certifying Franchisee has furnished satisfactory proof to said Director of Franchisee's ability to self-insure and to pay any compensation that may become due to Franchisee's employees; and

7. Failure on the part of the Franchisee to comply with the County's requirements for approval of a program of self-insurance or self-insured retention will result in withdrawal of the County's approval to self-insure.

F. Within thirty (30) days following the adoption of this ordinance, Franchisee shall provide to the CEO, at the location specified in subsection 5.C.1, above, a faithful performance bond in the sum of not less than fifty thousand dollars (\$50,000) payable to

the County of Los Angeles and executed by a corporate surety, acceptable to the County and licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon the faithful performance by the Franchisee of the terms and conditions of this franchise and shall provide that, in case of any breach of condition of this franchise, the whole amount of the penal sum of fifty thousand dollars (\$50,000), or any portion thereof, shall be deemed to be liquidated damages, and shall be payable to the County by the principal and surety(ies) of the bond:

1. Throughout the term of this franchise, Franchisee shall maintain the faithful performance bond in the amount specified herein. Within ten (10) business days after receipt of notice from the County that any amount has been withdrawn from the bond as provided in this Section 5, Franchisee shall restore the bond to the full amount specified herein;

2. The faithful performance bond shall continue to exist for one (1) year following the CEO's approval of any sale, transfer, assignment, or other change of ownership of the franchise, or following the expiration or termination of the franchise. The CEO may release said bond prior to the end of the one (1) year period upon satisfaction by Franchisee of all the obligations under the franchise; and

3. At its sole option, the County may accept certificates of deposit, cash deposits, irrevocable letters of credit, or U.S. government securities in lieu of, or in addition to, commercial bonds to meet the above bonding requirements. Such alternative security shall be made payable to the County, and shall be deposited with the County's Auditor-Controller and/or Treasurer and Tax Collector, as applicable.

G. The types and amounts of said insurance coverage and bonding shall be subject to review and adjustment by the County, at County's sole discretion, at any time during the term of the franchise. In the event of such adjustment, Franchisee agrees to obtain said adjusted insurance coverage and bonding, in type(s) and amount(s) as determined by the County, within thirty (30) days after written notice from the County.

H. Failure on the part of Franchisee to procure or maintain the required insurance and bonding, or to provide evidence of current insurance and bonding, shall constitute a material breach of the terms of this franchise upon which the County may immediately terminate or suspend this franchise.

I. It is the obligation of Franchisee to provide evidence of current insurance policies and bonding. Any franchise operations shall not commence until Franchisee has complied with the provisions of this Section 5, and any operations shall be suspended during any period that Franchisee fails to maintain the insurance and bonding required hereunder.

SECTION 6. Transfers and Assignments.

A. Franchisee shall not sell, transfer, assign, lease, hypothecate, place in trust, or change the control of the franchise or any part thereof (each of which is hereinafter referred to as an "assignment"), to any other person or entity ("transferee") except with the prior written consent of the CEO, and after payment of a transfer fee as detailed in subsection 6.G, below. As used in this Section 6, "transfer" includes stock transfer and "control" includes actual working control in whatever manner exercised.

B. Franchisee shall give notice to the CEO of any pending assignment, except as excluded in subsection 6.E, below, and shall provide all documents requested by the CEO, as set forth in subsection 6.F, below, on which the assignment is predicated. Consent to any such assignment shall only be refused if the CEO finds that Franchisee is in noncompliance with the terms and conditions of the franchise and/or that the proposed transferee, as applicable, is lacking in experience and/or financial ability to meet the franchise obligations. Consent from the CEO shall be conditioned upon the consummation of the assignment on the terms and conditions set forth in the assignment documents delivered to County, the assumption by the transferee, as applicable, of all the Franchisee's covenants and obligations under the franchise, and all information provided to the CEO under subsection 6.F, below, being true and correct as of the time of the consummation of the assignment. Upon receipt of such consent from the CEO, Franchisee may proceed to consummate the assignment.

C. Franchisee shall file with the CEO within thirty (30) days after the effective date of any such assignment, a certified copy of the duly executed instrument(s) which officially evidences such assignment. If such duly executed instrument(s) is not filed with the CEO within thirty (30) days after the effective date of such assignment, or if the conditions to consent by the CEO have not been met, then upon expiration of said thirty (30) days, the CEO may notify the Franchisee and the proposed transferee that the assignment is not deemed approved by the County. The CEO may then administratively determine that the assignment has no force or effect or that the franchise is forfeited and the Board may repeal this franchise.

D. As a condition to the granting of consent to such assignment, the Board may impose such additional terms and conditions upon this franchise, and upon the proposed transferee which the CEO recommends or the Board deems to be in the public interest. Such additional terms and conditions shall be expressed by ordinance. Nothing contained herein shall be construed to grant Franchisee the right to complete an assignment except in the manner aforesaid. This Section 6 applies to any assignment, whether by operation of law, by voluntary act of the Franchisee, or otherwise.

E. Notwithstanding the foregoing, shareholders, partners, and/or any other person or entity owning an interest in Franchisee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, divestment, or other change is effected in such a way as to give control of, or a twenty-five percent (25%) or more interest in, Franchisee, to any person or persons, corporation, partnership, or legal entity other than the person or entity with the controlling interest in the Franchisee on the effective date of the franchise or the effective date of the last approved assignment, consent thereof shall be required as otherwise provided in this Section 6.

F. Upon notice by Franchisee of any pending assignment, the proposed transferee shall submit an assignment application to the CEO, which shall contain, at a minimum:

1. Identification of the proposed transferee which indicates the corporate or business entity organization, including the submission of copies of the

corporate or business formation papers (e.g., articles of incorporation and by-laws, limited partnership agreements, operating agreements), and the names and addresses of any parent or subsidiary of the proposed transferee(s), or any other business entity owning or controlling the proposed transferee in part or in whole;

2. A current financial statement, which has been audited by a certified public accountant demonstrating conclusively to the satisfaction of the CEO that the proposed transferee has all the financial resources necessary to carry out all of the terms and conditions of the franchise. The financial statement shall include a balance sheet, profit and loss statement for at least the three (3) most recent years, and a statement of changes in financial position; however, if the proposed transferee has been in existence for less than three (3) years, then for such period of existence;

3. A copy of the proposed agreement of sale, letter of understanding, or other documentation which details the pending assignment ("assignment documents"); and

4. Other information which may be required by the CEO to assess the capability of the proposed transferee to operate and maintain the franchise.

G. The transfer fee shall be submitted with the Franchisee's request for the County's consent to any assignment described in subsection 6.A, above, and shall be determined as follows:

1. Consent to assignment or any other action, in which the County does not elect to modify the franchise by adoption of an amending ordinance: two thousand five hundred dollars (\$2,500);

2. Consent to assignment or any other action, in which the County elects to modify the franchise by adoption of an amending ordinance: five thousand dollars (\$5,000); and

3. In the event County's actual costs to process the proposed assignment application, including any consultant's fees incurred by the County to assist in evaluating the application, exceed the fees detailed, above, the Franchisee and proposed transferee may be required to pay any additional costs incurred by the County in processing the Franchisee and/or proposed transferee's request for assignment. Such costs shall be paid by the Franchisee and the proposed transferee prior to final consideration of the request by the CEO or the Board, as applicable.

SECTION 7. Relocation of Pipelines.

In the event Franchisee receives notice to relocate its pipelines and appurtenances pursuant to Section 16.52.290 of the County Code, notwithstanding any other obligations of Franchisee and rights of the County under Sections 16.38.450 and 16.52.290 of the County Code, if Franchisee has provided documentation acceptable to the County showing valid proof of prior rights, Franchisee shall be exempt from the costs of such relocation, provided however, if Franchisee neglects or fails to relocate its facilities in a timely manner after receipt of any such notice, Franchisee shall be responsible for, and shall reimburse the County, city, or other applicable public entity, for any and all additional costs or expenses incurred by the County, city, or other applicable public entity, due to or resulting from, such delay in relocation of the facilities.

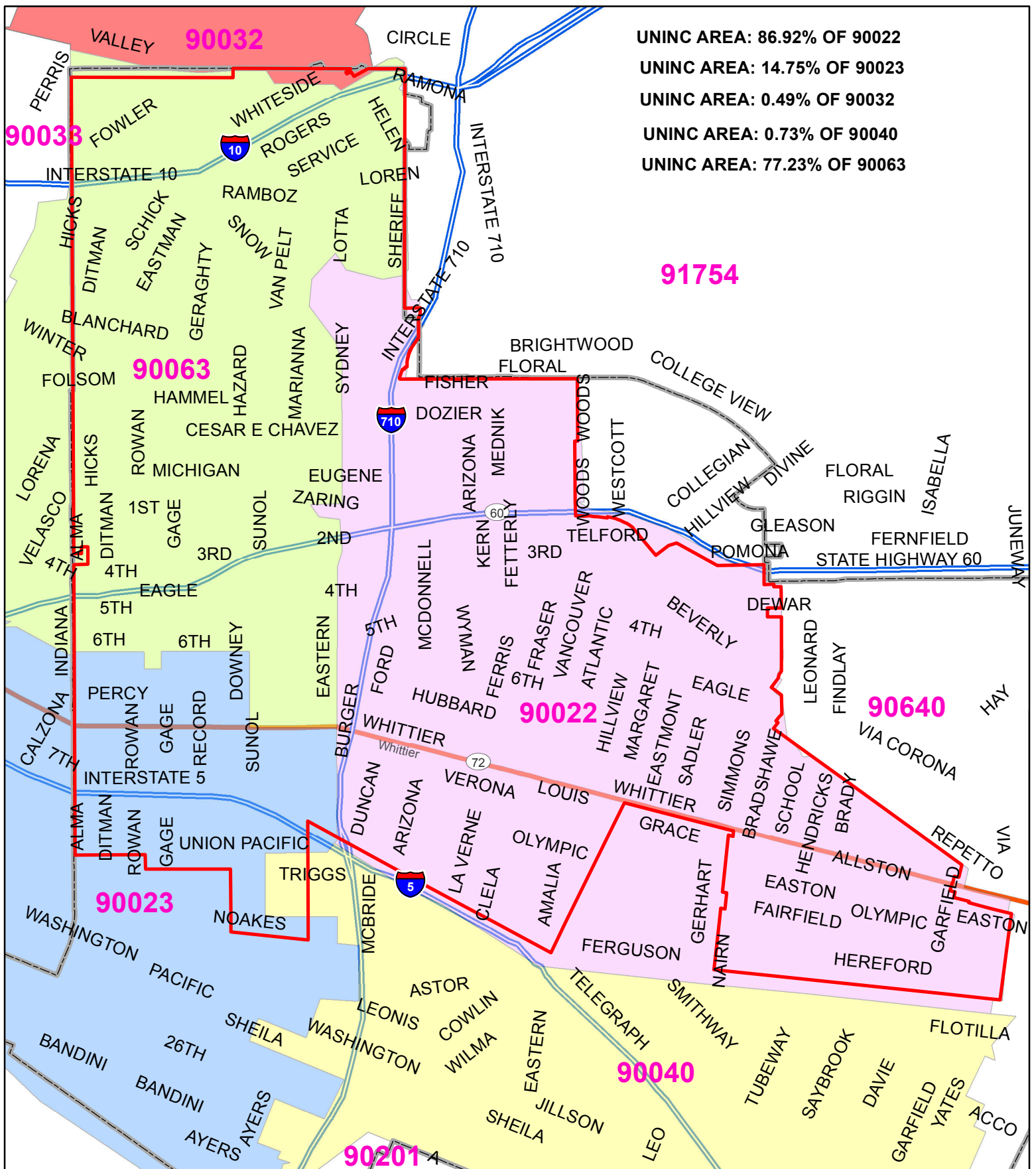
SECTION 8. Pipeline Franchise Ordinance.

In addition to the terms and conditions stated herein, this franchise is granted under all of the terms and conditions contained in the County Pipeline Franchise Ordinance, Title 16, Division 3A, of the Los Angeles County Code, as codified in 1978 and amended to date, which is incorporated herein by reference, as it may hereafter be amended. In the event the terms and conditions of this franchise conflict with the terms of the County Pipeline Franchise Ordinance, the terms and conditions hereof shall control. Without limiting the generality of the foregoing, Sections 16.52.020H, 16.52.100, 16.52.110, 16.52.120, 16.52.140, 16.52.220, 16.54.080, and 16.54.090 are superseded by this franchise granting ordinance.

SECTION 9. Franchise Operative Date.

The operative date of this franchise shall be January 1, 2013.

[CALWATSVCCOMPFRNKBCC]



Legend		ZIP_CODE
	UNINC_AREA	90022
	ELA-SERVICE AREA	90023
	STREET	90032
	HWYS	90040
		90063

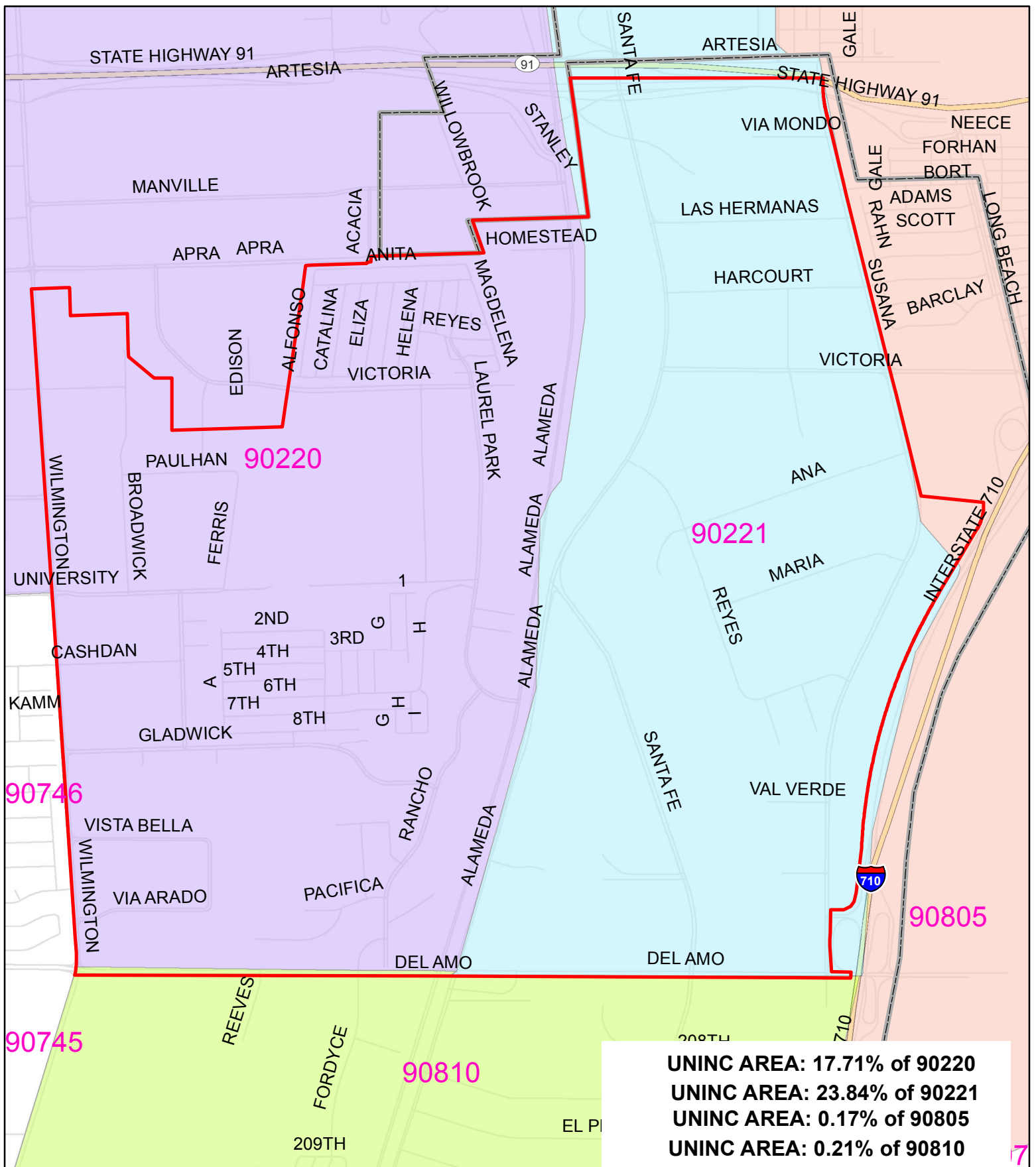
California Water Service Company

Public Utility Water Pipeline Franchise

East Los Angeles - UnIncorporated Area

N
↑

1 inch = 2,700 feet
Date: APRIL 2012



Legend

- UNINC_AREA
- DOM-SERVICE AREA
- STREET
- HWYS

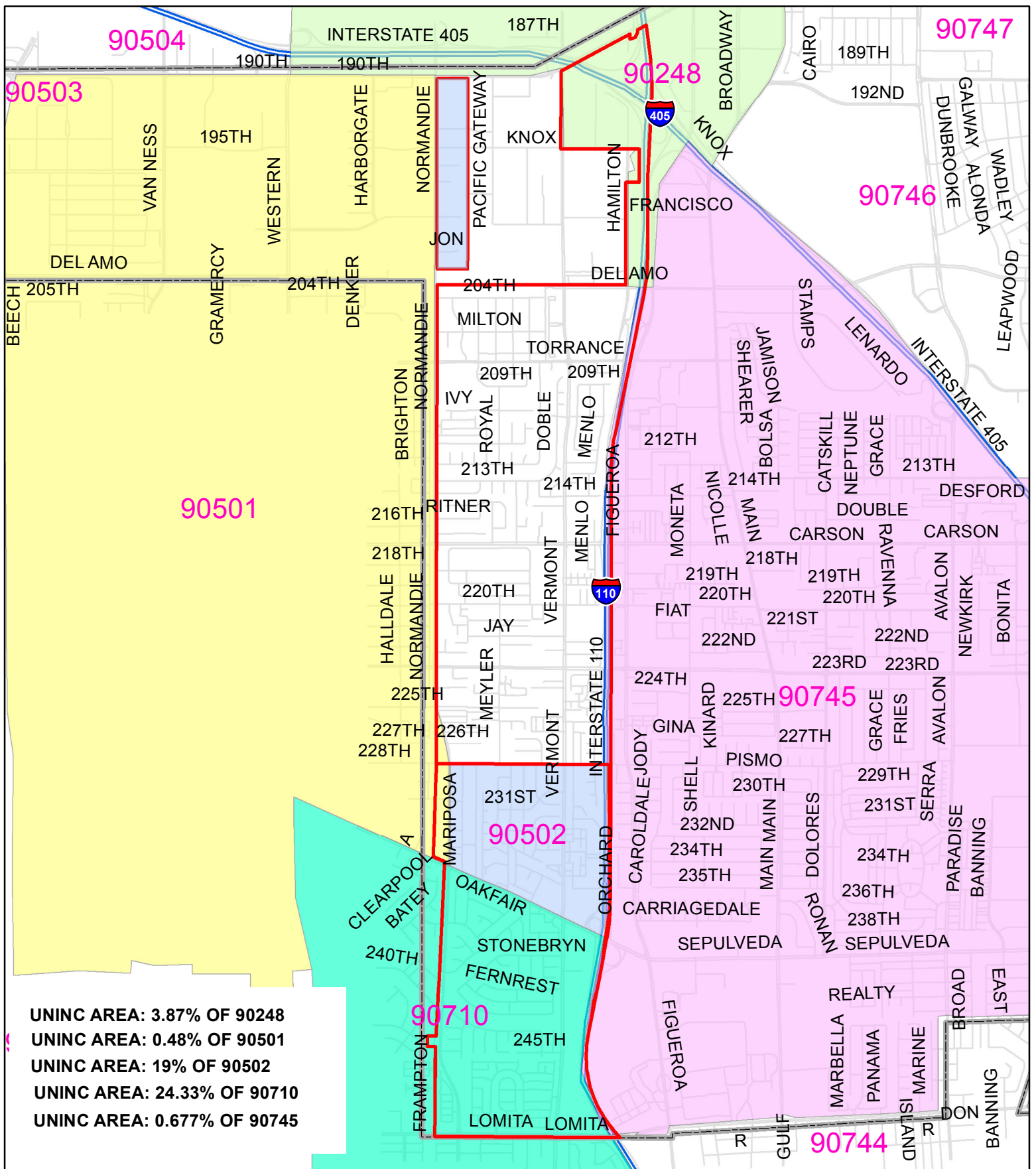
ZIP_CODE

- 90220
- 90221
- 90805
- 90810

California Water Service Company Public Utility Water Pipeline Franchise EAST COMPTON- UnIncorporated Area



1 inch = 1,400 feet
Date: APRIL 2012



Legend		ZIP_CODE
	UNINC_AREA	90502
	DOM-SERVICE AREA	90248
		90501
		90710
		90745
		90747
	STREET	
	HWYS	

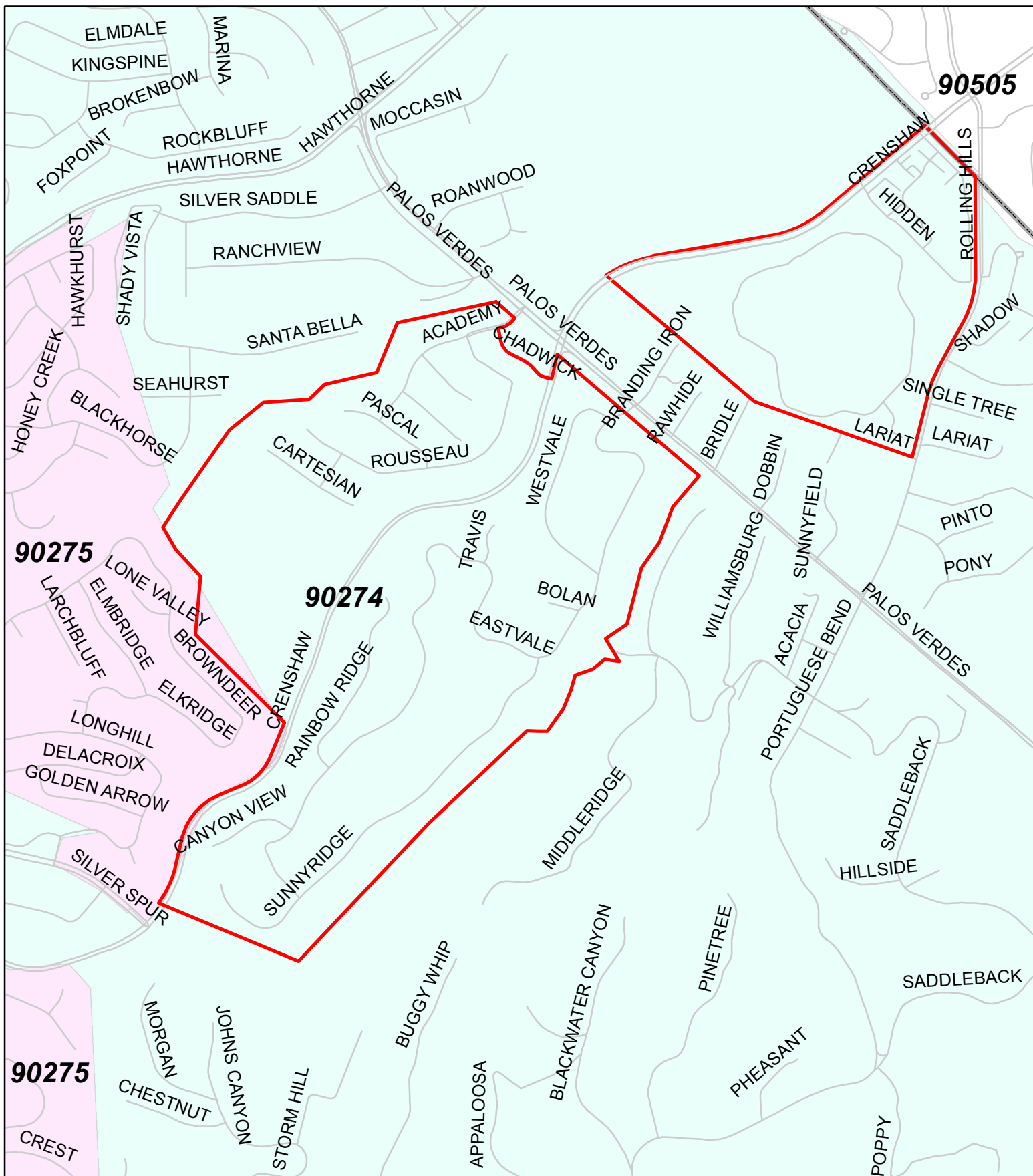
California Water Service Company

Public Utility Water Pipeline Franchise

WEST CARSON- UnIncorporated Area

N
↑

1 inch = 2,650 feet
Date: APRIL 2012

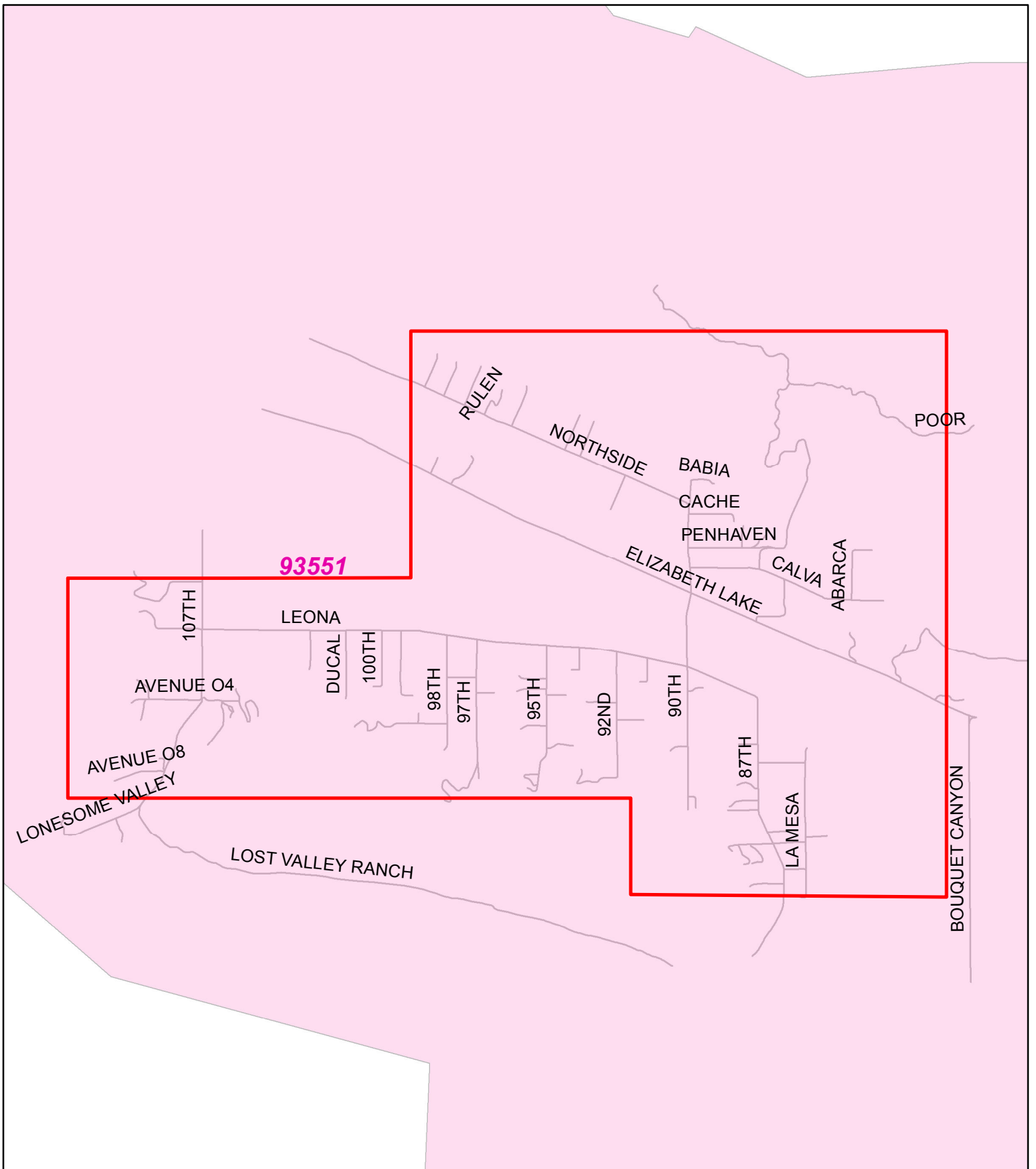


Legend		ZIP_CODE	
	UNINC_AREA		90274
	PV-SERVICE AREA		90275
	STREET		
(NO FACILITIES IN 90275 AREA)			
UNINC AREA: 5.71% of 90274			




California Water Service Company **Public Utility Water Pipeline Franchise** **Palos Verdes District - Westfield /** **Rolling Hills Estates Area**



1 inch = 1,100 feet
Date: APRIL 2012



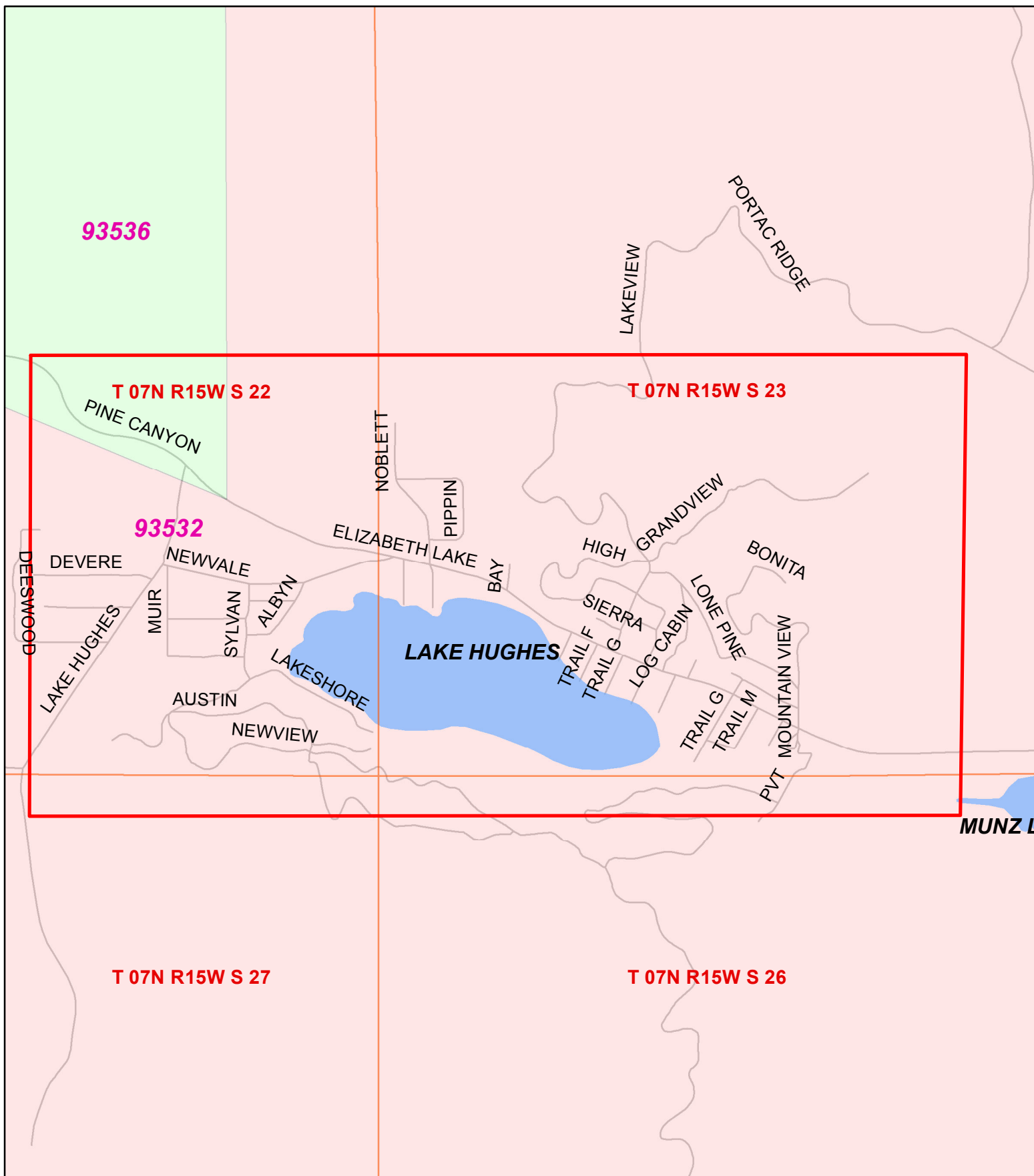
Legend

-  AV-SERVICE AREA & UNINC AREA
-  ZIP_CODE 93551
-  STREET

California Water Service Company
Public Utility Water Pipeline Franchise
Leona Valley - UnIncorporated Area



1 inch = 2,400 feet
Date: APRIL 2012



Legend

 UNINC_AREA

STREET

 SECTION

ZIP_CODE

93532

93536

California Water Service Company

Lake Hughes - SERVICE AREA LOCATED

ENTIRELY WITHIN ANGELES NATIONAL FOREST

PROPERTY



1 inch = 800 feet

Date: APRIL 2012

